

REQUEST FOR LETTERS OF RESPONSE

RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES FOR SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS

FPID 428099-1-58-01

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for RCS services for the construction of the SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS project. Santa Rosa County is looking for a firm to provide this service. Proposals must conform to the specifications. Professional services required shall be secured in accordance with the County's Procurement Policy.

All proposals must be in writing and delivered by hand, mail, or Fed EX to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida 32570, and must be received by 10:00 a.m., July 23, 2013. Only proposals received by the aforesaid time and date will be considered. All proposals shall be sealed and clearly labeled, "SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS - RCS". Please provide the original proposal, labeled "ORIGINAL", and ELEVEN (11) copies labeled "COPY" (12 total complete packages) and 1 CD.

Specifications may be secured from the Santa Rosa County Website (www.santarosa.fl.gov/bids) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

Questions concerning this request should be directed in writing to Chris Phillips, P.E. at chrisp@santarosa.fl.gov no later than 4:30 pm on July 10, 2013.

This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration. By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

By order of the Board of County Commissioners of Santa Rosa County, Florida

June 6, 2013

MEMORANDUM

TO: Company Addressed

FROM: Santa Rosa County Procurement Department

SUBJECT: Request for Letters of Response for RCS Services

Notice is hereby given that the Santa Rosa County Board of County Commissioners is calling for and requesting letters of response for Resident Compliance Specialist services for the construction of the **SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS**. Santa Rosa County is looking for a firm to provide this service. Proposals must conform to the specifications. Professional services required shall be secured in accordance with the County's Procurement Policy.

All proposals must be in writing and delivered by hand, mail, or Fed EX to the Santa Rosa County Procurement Department, 6495 Caroline Street Suite G, Milton, Florida 32570, and must be received by 10:00 a.m., July 23, 2013. Only proposals received by the aforesaid time and date will be considered. All proposals shall be sealed and clearly labeled, "**SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS - RCS**". Please provide the original proposal, labeled "ORIGINAL", and eleven (11) copies labeled "COPY" (12 total complete packages) and 1 CD.

Specifications may be secured from the Santa Rosa County Website (www.santarosa.fl.gov/bids) or at the Santa Rosa County Procurement Department at the above address. Telephone (850) 983-1870

This project is federally funded with assistance from the Florida Department of Transportation and the Federal Highway Administration. By submitting a Letter of Response, the consultant certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Questions concerning this request should be directed in writing to Chris Phillips, P.E. at chrisp@santarosa.fl.gov no later than 4:30 pm on July 10, 2013.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

SECTION I

INFORMATION AND INSTRUCTIONS

- 1.1** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be labeled "SPENCER FIELD ROAD / BENNY RUSSEL PARK SIDEWALKS – RCS". Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.2 Proposal Format:** Proposals shall be submitted in the following format and include the following information.
- A. Detailed description of project approach as requested in the Scope of Services
 - B. Qualifications and experience as detailed in the Scope of Services
- 1.3** It is the sole responsibility of the **PROPOSER** to assure that they have received the entire Request for Letters of Response.
- 1.4** Proposers will be notified in writing of any change in the specifications contained in this Request.
- 1.5** No verbal or written information which is obtained other than through this Request or its addenda shall be binding on the Santa Rosa County. No employee of Santa Rosa County is authorized to interpret any portion of this Request or give information as to the requirements of the Request in addition to that contained in or amended to this written Request document.
- 1.6 Right of Rejection and Clarification:** Santa Rosa County reserves the right to reject any and all proposals and to request clarification of information from any proposer. Santa Rosa County is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
- 1.7 Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information which the County may deem necessary to further evaluate the proposer's qualifications.

- 1.8 Denial of Reimbursement:** Santa Rosa County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.9 Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of Santa Rosa County for the purpose of influencing consideration of this proposal.
- 1.10 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.11 Right of Negotiation:** Santa Rosa County reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.12 Exceptions to the Request:** Proposers may find instances where they must take exception with certain requirements or specifications of the Request. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Santa Rosa County, and a description of the advantage to be gained or disadvantages to be incurred by the County as a result of these exceptions.
- 1.13 Indemnification:** Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless Santa Rosa County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
- 1.14 Rights to Submitted Material:** All proposals, responses, inquiries, or correspondence relating to or in reference to this Request, and all reports, charts, and other documentation submitted by proposers shall become the property of Santa Rosa County when received.
- 1.15 Copies:** An original, eleven copies, and 1 CD of the proposal and supporting documents must be submitted in response to the Request. All responses must relate to the specifications as outlined.
- 1.16 Insurance:** The individual/firm that is chosen will be required to provide proof of Workers' Compensation Insurance for all of its workers that is consistent with the Florida Workers' Compensation law.

1.17 Discriminatory Vendor List and Debarment/Suspension: An entity or affiliate, who has been placed on the discriminatory vendor list, as maintained by the Florida Department of Management Services, may not submit a bid. Additionally, an entity or affiliate shall not be Debarred or Suspended in accordance with Executive Order 12549, Debarment and Suspension (2 CFR 1326).

1.18 Submittal of Qualifications: Proposals should include experience and qualifications as described in the Scope of Services. Additional information may be submitted as appropriate to further describe proposer and the firm's capabilities.

1.19 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the Consultant agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Proposers certify that all equipment, services and or goods provided to Santa Rosa County comply with the Department of Justice ADA Title III Regulations.

1.20 Contacts: Proposers must submit proposals in accordance with the instructions contained in this Request. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package.

Questions regarding this request for proposals should be directed to:

Orrin L. Smith

Procurement Officer

(850) 983-1870

email: orrins@santarosa.fl.gov

Technical Questions should be addressed to:

Chris Phillips, Project Engineer

(850) 983-7100

email: chrisp@santarosa.fl.gov

Request for Letters of Response

SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS

RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES

Project Description:

Santa Rosa County Resident Compliance Specialist (RCS) Services

This contract will be executed up to that amount which will provide adequate services to insure LAP compliance as described in the Scope of Work for a sidewalk project with a construction estimate of \$900,000 and a contract duration of 270 days.

Project Contact: Chris Phillips, P.E. 850-981-7100 chrisp@santarosa.fl.gov

Special Notes:

The County staff will review the submitted letters of response and provide a recommendation of award to the Board of County Commissioners (BOCC). The BOCC will have to option to approve the staff recommendation or interview applicants at the Board's discretion. Letters should address the items under EVALUATION CRITERIA and will be limited to six (6) pages in length (covers, tabs, black divider pages count towards the 6 page limit), 10 point font or larger. Submit 12 hardcopies and 1 CD for review to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite G, Milton, FL 32570 ATTN: Orrin Smith. The following items are to be included in the submittal but, will not be counted towards the six page limit (all forms are attached at the back of the scope of services)

- Proposed Sub-consultant Listing Form
- Bid Opportunity List Form
- CEI Consultant Affirmation Form
- One (1) Page Staffing Matrix Form
- DBE Participation Statement Form
- Two (2) Page Resume for Each Person Proposed, Including Sub-consultants
- Additional Forms Located in Appendix A

Evaluation Criteria:

The letters of response will be graded on the following:

The consultant should demonstrate their understanding of the scope of services and of any unique issues expected to be involved in the Project that might lead to cost overruns and time delays. The consultant should submit a staffing plan which clearly shows the elements of the organizational structure necessary to complete this Project. The plan should include the administrative and technical aspects of the Project. Key personnel must be identified by discipline and past work experience as it relates to this particular project. A sample score sheet is included in APPENDIX A FORMS. Items listed are general in nature and do not excuse submitters from including all info required of this request.

Response Procedures:

Qualified consultants are encouraged to submit a letter of response by July 23, 2013 by no later than 10:00 a.m. central time.

Letters of response should contain, at a minimum, the following information:

- Project name – **SPENCER FIELD ROAD/BENNY RUSSELL PARK SIDEWALKS - RCS**
- Consultants name and address
- Proposed responsible office for consultant
- Contact person, phone number, and e-mail address
- Statement regarding prequalification of consultant or proposed sub-consultants in advertised type of work
- Proposed key personnel and their proposed roles
- Sub-consultant(s) that may be used for the Project

Advertisement Dates: June 21, 28, and July 5, 2013

Board Approval: Proposed to likely be placed on the August 8, 2013 BOCC Meeting agenda for approval.

RESIDENT COMPLIANCE SPECIALIST (RCS) SERVICES

SCOPE OF SERVICES

FOR

SPENCER FIELD ROAD / BENNY RUSSELL SIDEWALKS

1.0 PURPOSE AND SCOPE:

This statement of work describes and defines the services which are required for the construction contract compliance services for a contract to construct the SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS, in Santa Rosa County. Work assignments will be those in accordance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273) on behalf of Santa Rosa County for this Local Agency Project.

The Consultant shall be responsible for providing services as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement, in accordance with standard RCS practices and local and state law.

2.0 LENGTH OF SERVICE:

The Consultant services for the Construction Contract shall begin upon written notification to proceed by the County, and shall terminate 30 days following the closeout of the Construction Contract.

The nominal term of the Construction Contract is 270 days from the notice to proceed. The County has the ability to extend the terms of the contract should need arise.

3.0 DEFINITIONS:

- A. Construction Project Manager shall mean the County employee assigned to manage the RCS contract and represent the County during the performance of the services covered under the Agreement.
- B. Consultant shall mean the firm or company under contract with the County for administration of RCS Services for the Project.
- C. Construction Contract shall mean the written agreement between the County and the Contractor settling forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of labor and materials, and the basis of payment.

- D. Contractor shall mean the individual, firm, or company contracting with the County for the construction of the Project.
- E. Agreement shall mean the Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of work, furnishing of services and the basis of payment.
- F. Project shall mean the SPENCER FIELD ROAD / BENNY RUSSELL PARK SIDEWALKS, Project.

4.0 ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:

The County will furnish the following contract documents for the Project. These documents will be provided in electronic format.

1. Construction Plans,
2. Special Provisions, if any, and
3. Copy of Executed Construction Contract and any revisions or addendums thereto once received.

5.0 ITEMS FURNISHED BY THE CONSULTANT:

A. Vehicles

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both side of the vehicle.

B. Field Equipment

The Consultant shall supply inspection equipment essential to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for RCS services and are essential in order to carry out the work under this Agreement. Hard hats shall have the name of the consulting firm visibly displayed. Appropriate reflective vests per FHWA standards shall be worn onsite at all times. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. The Consultant shall retain responsibility for risk of loss or damage to said equipment

during performance of this Agreement. Field equipment shall be maintained and in operational condition at all times.

C. Licensing for Equipment Operations

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the licenses and supporting documents available to the County for verification upon request.

6.0 LIASION:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication related to its responsibilities under this Agreement. The Construction Project Manager shall review and approve the Consultant's invoice approval requests, personnel approval requests, time extension requests, and Agreement amendment requests.

7.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all extensions thereof, the County will review various areas of Consultant operations to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon approval of the Construction Project Manager. County recommendations and Consultant responses or actions, or both, are to be properly documented by the Consultant. Consultant shall not be compensated for remedial actions, if any are required, undertaken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned compliance responsibilities, or reassign compliance personnel, within one week of notification.
2. Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.

3. Immediately increase the frequency of monitoring activities in phases of work that are the Consultant's responsibility.
4. Increase the scope and frequency of training of the Consultant personnel.

8.0 REQUIREMENTS:

The Consultant shall provide the necessary and qualified personnel in order to effectively and efficiently monitor the projects as defined in this scope for compliance with Required Contract Provisions Federal-Aid Contracts (FHWA 1273). These services should be performed in accordance with the program established by Florida Department of Transportation (FDOT) District Three Construction Office for purposes of Local Agency Program (LAP) projects.

The responsibilities of the RCS shall include the following in order to successfully monitor and enforce compliance for all four elements of the FDOT compliance program (including EEO, Wages, DBE, OJT):

- (1) **DBE Meeting:**
 - a. FDOT District Three requires that a DBE meeting be held with the Contractor prior to the pre-construction meeting to identify opportunities for the Prime Contractor to utilize DBE subcontractors. The RCS shall prepare the necessary materials for this meeting based on the project work items and communicate those opportunities for DBE utilization to the Prime Contractor, as such.
- (2) **Pre-construction meeting:**
 - a. Attend the pre-construction meeting and conduct the portion of the meeting pertaining to the EEO requirements.
- (3) **Jobsite Bulletin Board:**
 - a. Inspect the project bulletin board as installed by the Prime Contractor to ensure it is in place on or before the first day workers are present on the project and throughout the life of the project; the board meets the Federal and State requirements and includes all required documents, posters, forms and other information; perform periodic inspection as needed throughout the project in no less than quarterly increments and/or as needed based on additional information that must be posted to the board.
- (4) **Data Submittals:**
 - a. Analyze and evaluate data submittals in order to take appropriate actions when necessary.
- (5) **FDOT Coordination:**
 - a. Coordinate and respond to FDOT requests for project data and project reviews.
- (6) **Company EEO**

- a. Monitor Company EEO requirements for both the prime contractor and subcontractor whose contracts exceed \$10,000 and ensure all required submittals are received from the Contractor and subcontractors.
- (7) **Subcontracts**
 - a. Review subcontracts to ensure that all applicable Federal provisions are included.
- (8) **Payrolls/Wages:**
 - a. Receive and check weekly payrolls for both the prime contractor and subcontractor for compliance with the Davis Bacon Act and other applicable Federal regulations.
- (9) **Non-Compliance:**
 - a. Communicate as necessary to the prime contractor any issues of non-compliance for resolution. Communicate with FDOT any instances of non-compliance (including payroll violations) as deemed necessary.
- (10) **DBE:**
 - a. Monitor the contractor's utilization of certified Disadvantaged Business Enterprise (DBE) and review commitment and payments entries reported by the Prime Contractor in the FDOT Equal Opportunity Compliance (EOC) Reporting System.
- (11) **OJT --**
 - a. Monitor and ensure compliance with On-The-Job Training (OJT) requirements in accordance with FDOT's training program, if applicable to project. Submit all required documents to FDOT.
- (12) **Labor Interviews:**
 - a. Perform monthly interviews with project personnel of both the prime contractor and sub-contractor to ensure compliance with EEO and Wages requirements.

9.0 PERSONNEL:

A. General Requirements

The Consultant shall staff the Project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

B. Personnel Qualifications

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of the personnel proposed for assignment to the project, including a detailed

resume for each containing at a minimum education and experience. Personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified by the Consultant in the Agreement are to be assigned as proposed and are committed to performing services under this Agreement.

Personnel changes will require written approval from the County. Previously approved staff whose performance is unsatisfactory, shall be replaced by the Consultant within one week of County's notification.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to the minimum qualifications will be considered on an individual basis.

The Consultant shall staff the project with a Resident Compliance Specialist that possesses and maintain a working knowledge of EEO/AA laws and FDOT's programs for construction contract compliance (including EEO, DBE, Wages, OJT). The RCS must also hold prior experience monitoring construction contract compliance on Federal-aid projects.

C. Staffing

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the Project. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately. In the event that the suspension of Contractor operations requires the removal of Consultant forces from the Project, the Consultant will be allowed ten (10) days maximum to also demobilize or relocate such forces.

10.0 QUALITY ASSURANCE (QA) PROGRAM:

A. Quality Review

The Consultant shall conduct a review to make certain his own organization is in compliance with the requirements cited in this Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The Consultant shall perform a QA review within the first two (2) months of the start of construction.

11.0 VERIFICATION OF CONTRACT COMPLETION:

A. Document Submittal

Once the construction contract is complete, it will be the consultant's responsibility to prepare documentation and records in compliance with the Agreement and FDOT/FHWA requirements. Consultant shall scan and submit all relevant documentation electronically to FDOT's LAPIT program prior to final payment.

12.0. AGREEMENT MANAGEMENT:

A. General

1. With each monthly invoice submittal, the Consultant will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.
2. When the Consultant identifies a condition that will require an Amendment to the Agreement, the Consultant will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the Amendment and all accompanying documentation to the Construction Project Manager for approval and further processing.
3. The Consultant for the Project shall be responsible for performing follow-up activities to determine the status of each Amendment submitted to the County.

B. Invoicing Instructions

Invoices shall be submitted to the County in a format and distribution schedule defined by the County on a monthly basis.

13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation or time, or both, after the Consultant has completed this Agreement, the Consultant shall, at the written request from the County, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through an amendment to this Agreement.

14.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Service shall apply.

16.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

17.0 COUNTY AUTHORITY:

The County shall be the final authority in considering Contract modification of the Contractor for time, money or any other consideration.

18.0 E-VERIFY:

The consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

19.0 LOCAL AGENCY RESPONSIBILITIES:

1. Monitor project field activity and document field activity in daily field reports. Daily field reports shall be provided on a weekly basis to the RCS for review.
2. Coordinate and communicate with the prime contractor on subcontractor activity.
3. Coordinate with the RCS for any necessary issuance of non-compliance notices to the Prime Contractor.

Federal Provisions to be included in Local Agency Contracts:

TERMS FOR FEDERAL-AID CONTRACTS

The following terms apply to all contracts in which it is indicated in the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Agency, Florida Department of

Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Agency to enter into such litigation to protect the interests of the Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other

political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Agency in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

- N. The Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Agency and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Employment Eligibility Verification

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of the Contract to perform employment duties within Florida and all persons, including subconsultants, assigned by the Consultant to perform work pursuant to the Contract.

APPENDIX A

FORMS

RCS SERVICES
EVALUATION CRITERIA
SPENCER FIELD/BENNY RUSSELL SIDEWALKS

Evaluation Factors	Points Available	Firm A	Firm B	Firm C	Firm D	Firm E
Demonstration of project approach and work plan to meet the project requirements	10					
Ability to devote the needed time and staff resources to the project based on current workload to commence services and complete services within time parameters	15					
Demonstration of project specific knowledge or unique qualifications to effectively administer the contract	15					
Experience of the firm in other similar projects	10					
Successful experience in public sector and/or grant funded projects and EEO compliance	20					
Availability of local personnel and resources and relationships of key personnel.	10					
Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work	10					
TOTAL POINTS:	90					

DIRECTIONS: Score each firm in each category. In the event of a tie for 1st or 2nd place, there will be another scoring round using only the two tied firms to determine their final ranking.

Evaluator's Name: _____

Signature: _____

Time spent reviewing submittals: _____ hrs

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification For Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

TRUTH IN NEGOTIATION CERTIFICATION

For any lump-sum or cost-plus-a-fixed-fee professional service agreement over \$60,000 the Agency requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Agency determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Agency, whichever is later.

Name of Consultant

By: _____
Authorized Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT

375-030-21
PROCUREMENT
10/01

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant () is () is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: _____
Title: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62
PROCUREMENT
04/07

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. ☐ DBE
☐ Non-DBE

7. ☐ Subcontractor
☐ Subconsultant

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

PROPOSED SUBCONSULTANT LISTING

CONSULTANT:
DESCRIPTION:
FM NUMBER(S):

[illegible]

**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES,
AND COMMODITIES & CONTRACTUAL SERVICES**

Prime Contractor/Prime Consultant: _____

Address/Phone Number: _____

Procurement Number/Advertisement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

6. ☐ DBE
☐ Non-DBE

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

7. ☐ Subcontractor
☐ Subconsultant

5. Year Firm Established: _____

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

6. ☐ DBE
☐ Non-DBE

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

7. ☐ Subcontractor
☐ Subconsultant

5. Year Firm Established: _____

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

6. ☐ DBE
☐ Non-DBE

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

7. ☐ Subcontractor
☐ Subconsultant

5. Year Firm Established: _____

1. Federal Tax ID Number: _____
 2. Firm Name: _____
 3. Phone: _____
 4. Address: _____

6. ☐ DBE
☐ Non-DBE

8. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

7. ☐ Subcontractor
☐ Subconsultant

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid - ITB)
 LETTERS OF RESPONSE (LOR)
 PRICE PROPOSAL (Request for Proposal - RFP)
 REPLY (Invitation to Negotiate - ITN)**

CONSULTANT AFFIRMATION
(For Consultants Utilized for Construction Engineering Inspection Services)

As a requirement of the Acquisition of Professional Services procedure, all consultants utilized for construction engineering inspection, material sampling and testing work must affirm the following conflict of interest statement.

Project: _____

Consultant: _____

I hereby affirm that as a consultant under contract with the Department to perform construction engineering inspection, material sampling and testing work on a project, I will not subcontract with the construction contractor on the same project.

By: _____
Signature

Printed Name

Title: _____

CEI STAFFING MATRIX

Consultants are required to complete this information and submit this form with their proposal package

Project Staffing Matrix							
Name / Position	Current Assignment	Percent (%) Available	Other Projects currently proposed on (FM #)	Company	Date Available	Reference	For TRC Use Only

DBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant (is____) (is not____) a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____%

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By: _____

Title: _____

Date: _____